

A G R E E M E N T

Between the

UNION PACIFIC RAILROAD COMPANY  
(Western Region - Oregon Division)

and the

UNITED TRANSPORTATION UNION - (C&T)

\* \* \* \* \*

TRAVELING SWITCHERS

Pursuant to Section 2 of Article VII of the October 31, 1985 UTU National Agreement, Rule 13 -- Traveling Switcher Assignments -- is amended as follows:

(a) Condition of Assignment: Traveling switcher assignments may be made combining road service and yard service, provided all such service is performed within a zone extending twenty-five miles in each direction from the home terminal. Trainmen in such service will be paid the five-day yard rate for the entire trip or day's work. One hundred miles or less, eight hours or less, shall constitute a day, overtime to be computed on the minute basis at the overtime rate, time to be computed continuously from the time required to report for duty until released from duty. If required to depart from home terminal after having been on duty eight hours or after having run one hundred miles, a new day will begin.

NOTE: Switching performed at main line district terminals (Argo, Albina, Hinkle, La Grande, Spokane) where yard crews are employed and on duty shall be governed by the applicable National Agreements.

(b) Traveling switcher assignments may be established to work five, six or seven days per week.

(c) How Bulletined and Assigned: All new and vacant runs will be bulletined for six days. Bulletin will definitely specify the terminal of the assignment and time fixed to begin work. When starting time of a run is changed two hours or less from time required to report for duty, forty-eight hours' advance

notice will be given of such change, and if changed more than two hours the run will be rebulletined for seniority choice. Rights to runs will be governed by seniority.

NOTE: In the application of paragraph (b) the regular conductor and brakemen will remain on the run pending assignment of the bulletin whenever a change is made of the type contemplated therein.

(d) Used Outside Assigned Territory - Penalty: Trainmen in traveling switcher service used outside of their assigned territory will be allowed a minimum of one hundred miles therefor at the rate and under the rules governing the service performed on the extra trip, but such time or miles will not be used in computing time on the assignment.

(e) Engines - How Equipped: Engines assigned to traveling switcher service shall be equipped with headlights and footboard, and unless a caboose is used, with a suitable box in which clothes and lunch boxes may be placed. An engine temporarily assigned to traveling switcher service shall be so equipped at the first opportunity, if such engine is to be continued in traveling switcher service more than twenty-four hours.

(f) Conductors Allowed Arbitrary Hour: Conductor will be paid one (1) hour at pro rata rates in addition to all other time made by the crew of which he is conductor. This does not apply on side trips made outside assigned territory during a trip or day's work, but will apply if required to depart from home terminal after having been on duty eight (8) hours or having run one hundred (100) miles.

NOTE 1: Rules 7, 8 and 9 are not applicable to traveling switcher assignments.


NOTE 2: See Appendix No. 5 for traveling switcher agreements.

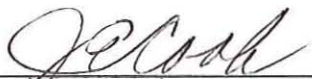
This Agreement shall become effective November 16, 1987  
and shall remain in effect until changed or modified in accordance  
with the Railway Labor Act, as amended.

DATED AT SALT LAKE CITY, UTAH THIS 23rd DAY OF October, 1987.

UNITED TRANSPORTATION UNION (C&T)

UNION PACIFIC RAILROAD COMPANY

  
General Chairman

  
Regional Director of Labor  
Relations - Western Region

May 11, 2000

Letter Of  
UNDERSTANDING  
#2105170079  
1860-7

Mr. L. L. Nelson  
UTU General Chairman  
P. O. Box 14849  
Portland, OR 97293

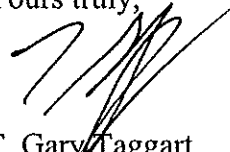
Dear Sir:

This confirms our understanding with respect to the one (1) hour arbitrary payment made to Conductors under Item (f) of the Traveling Switcher Agreement of October 23, 1987, while working the Redmond (Bend) Traveling Switcher.


The parties have been in dispute whether the arbitrary was payable over and above the 131 mile guarantee. Inasmuch as the Redmond Traveling Switcher is the only TSA not receiving the arbitrary over and above the guarantee, it is hereby agreed, effective May 16, 2000, the one (1) hour arbitrary will be paid over and above the 131 mile guarantee.

It is not the intent of this understanding, to increase the 25 mile radius limit for this assignment.

Yours truly,

  
T. Gary Taggart  
Director Labor Relations

AGREED:

  
L. L. Nelson, UTU General Chairman

A G R E E M E N T

Between the

SPOKANE INTERNATIONAL RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION - (C,T & S)

\* \* \* \* \*

TRAVELING SWITCHER ASSIGNMENTS

(a) Condition of Assignment: Traveling switcher assignments may be made combining road service and yard service, provided all such service is performed within a zone extending twenty-five miles in each direction from the home terminal. Trainmen in such service will be paid the five day yard rate for the entire trip or day's work. One hundred miles or less, eight hours or less, shall constitute a day, overtime to be computed on the minute basis at the overtime rate, time to be computed continuously from the time required to report for duty until released from duty. If required to depart from home terminal after having been on duty eight hours or after having run one hundred miles, a new day will begin.

NOTE: Switching performed at main line district terminals (Spokane) where yard crews are employed and on duty shall be governed by the applicable National Agreements.

(b) Traveling switcher assignments may be established to work five, six or seven days per week.

(c) How Bulletined and Assigned: All new and vacant runs will be bulletined for six days. Bulletin will definitely specify the terminal of the assignment and time fixed to begin work. When starting time of a run is changed two hours or less from time required to report for duty, forty-eight hours' advance notice will be given of such change, and if changed more than two hours the run will be rebulletined for seniority choice. Rights to runs will be governed by seniority.

(d) Used Outside Assigned Territory - Penalty: Trainmen in traveling switcher service used outside of their assigned territory will be allowed a minimum of one hundred miles therefor at the rate and under the rules governing the service performed on the extra trip, but such time or miles will not be used in computing time on the assignment.

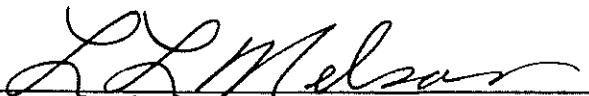
(e) Conductors Allowed Arbitrary Hour: Conductor will be paid one (1) hour at pro rata rates in addition to all other time made by the crew of which he is conductor. This does not apply on side trips made outside assigned territory during a trip or day's work, but will apply if required to depart from home terminal after having been on duty eight (8) hours or having run one hundred (100) miles.

(f) Rules pertaining to initial and final terminal delay time, terminal switching and starting time will not apply to traveling switcher assignments.

This Agreement, which is entered into pursuant to Section 2 of Article VII of the October 31, 1895 National Agreement, shall become effective November 16, 1987, and shall remain in effect until revised or cancelled in accordance with the procedures prescribed by the Railway Labor Act, as amended.

DATED AT SALT LAKE CITY, UTAH THIS 23rd DAY OF October, 1987.

UNITED TRANSPORTATION UNION(C, T & S) SPOKANE INTERNATIONAL RAILROAD  
COMPANY

  
General Chairman

  
Regional Director - Western  
District